Company Tracking Number: SB-AR-0805-WINE

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Filing at a Glance

Companies: Great American Alliance Insurance Company, Great American Assurance Company, Great American

Insurance Company, Great American Insurance Company of New York

Product Name: SB-AR-0805-WINE SERFF Tr Num: GRTA-125647375 State: Arkansas

TOI: 01.0 Property SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 01.0001 Commercial Property (Fire Co Tr Num: SB-AR-0805-WINE State Status: Fees verified and

and Allied Lines) received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Christie Mayes Disposition Date: 05/29/2008

Date Submitted: 05/19/2008 Disposition Status: Approved

07/01/2008

State Filing Description:

General Information

Project Name: SB-AR-0805-WINE Status of Filing in Domicile:
Project Number: SB-AR-0805-WINE Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 05/29/2008

State Status Changed: 05/28/2008 Deemer Date:

Corresponding Filing Tracking Number: SB-AR-0805-WINE

Filing Description:

The purpose of this filing is to introduce the following forms for use under our new Winery Insurance Program.

The purpose of the forms is to recognize unique characteristics and coverage needs inherent to commercial wine producing facilities and operations. The forms will be used in conjunction with our previously filed and approved Select

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Business Policy Coverage Forms

SB 87 11 (Ed. 12/07) Select Business Policy for Wineries Declarations Page

SB 87 20 (Ed. 12/07) Select Business Policy for Wineries Plus - The charge for the use of the SBP Winery Dec Page and Plus Endorsement is a \$1,000 flat charge. This premium is not subject to further modification.

SB 81 19 (Ed. 12/07) Select Business Policy for Wineries Rare and Vintage "Wine Products" Collection Scheduled Endorsement - There is no additional premium charge for the use of this endorsement. The use of the form is to identify the rareness and uniqueness of the wine and to assist in valuation at the time of a loss.

SB 81 20 (Ed. 12/07) Select Business Policy for Wineries "Wine Products" Leakage Additional Coverage Endorsement - The premium charged for this endorsement is determined by review of the unique exposures presented by the particular commercial wine producing facility. The exposure presented is unique to each risk based on types of storage vessels, clasps, positioning in storage building, etc.

Company and Contact

Filing Contact Information

Christie Mayes, Sr. Product Analyst cmayes@gaic.com
49 E Fourth St. Dts-4 (513) 412-3963 [Phone]

Cincinnati, OH 45202

Filing Company Information

Great American Alliance Insurance Company CoCode: 26832 State of Domicile: Ohio 580 Walnut Street Group Code: 84 Company Type: P&C Cincinnati, OH 45202 Group Name: State ID Number:

(513) 369-5000 ext. [Phone] FEIN Number: 95-1542353

Great American Assurance Company CoCode: 26344 State of Domicile: Ohio 580 Walnut Street Group Code: 84 Company Type: P&C Cincinnati, OH 45202 Group Name: State ID Number:

(513) 369-5000 ext. [Phone] FEIN Number: 15-6020948

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.001 Commercial Property (Fire and Allied

Lines)

State of Domicile: New York

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Great American Insurance Company

580 Walnut Street

Group Code: 84

Cincinnati, OH 45202

Group Name:

State of Domicile: Ohio

Company Type: P&C

State ID Number:

(513) 369-5000 ext. [Phone] FEIN Number: 31-0501234

Great American Insurance Company of New CoCode: 22136

York

580 Walnut Street Group Code: 84 Company Type: P&C Cincinnati, OH 45202 Group Name: State ID Number:

(513) 369-5000 ext. [Phone] FEIN Number: 13-5539046

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Filing Fees

Fee Required? Yes Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50.00 for each filing for Arkansas.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION # Great American Alliance Insurance Company \$0.00 05/19/2008 \$0.00 05/19/2008 **Great American Assurance Company Great American Insurance Company** \$50.00 05/19/2008 20394202 Great American Insurance Company of New \$0.00 05/19/2008

York

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/29/2008	05/29/2008

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Disposition

Disposition Date: 05/29/2008 Effective Date (New): 07/01/2008

Effective Date (Renewal): 07/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Supporting Doc	Approved	Yes
Form	Select Business Policy For Wineries Plu	s Approved	Yes
Form	Select Business Policy For Wineries Rar and Vintage "Wine Products" Collection Scheduled Endorsement	e Approved	Yes
Form	Select Business Policy For Wineries "Wine Products" Leakage Additional Coverage Endorsement	Approved	Yes
Form	Select Business Policy For Wineries	Approved	Yes

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Select Business Policy For Wineries Plus	SB 87 20	12/07	Endorseme New nt/Amendm ent/Conditi ons		0.00	SB8720MH. pdf
Approved	Select Business Policy For Wineries Rare and Vintage "Wine Products" Collection Scheduled Endorsement	SB 81 19	12/07	Endorseme New nt/Amendm ent/Conditi ons		0.00	SB8119MH. pdf
Approved	Select Business Policy For Wineries "Wine Products" Leakage Additional Coverage Endorsement	SB 81 20	12/07	Endorseme New nt/Amendm ent/Conditi ons		0.00	SB8120MH. pdf
Approved	Select Business Policy For Wineries	SB 87 11	12/07	Declaration New s/Schedule		0.00	SB8711MH. pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELECT BUSINESS POLICY FOR WINERIES PLUS

This endorsement modifies insurance provided under the following:

SELECT BUSINESS POLICY CONDITIONS
SELECT BUSINESS POLICY BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The **Select Business Policy Conditions Form** is modified and amended as follows. All other terms and conditions of this Policy remain unchanged.

Loss Conditions

H. Valuation

- 1.h. is added as follows:
 - 1.h. "Wine Products" will be valued as follows:
 - 1. "Wine Products In Process" will be valued at the lesser of:
 - (a) the three year average selling price of the "Wine Products"; or
 - (b) if the three year average selling price described in paragraph (a) above is not available, the three year average selling price of wineries whose portfolio of wines is similar in price and quality to your "Wine Products"; or
 - (c) the cost to replace the "Wine Products" with "Wine Products" of like varietal, quality and state of fermentation, if replaceable.
 - 2. "Wine Products Not in Process" will be valued at the lesser of:
 - (a) (1) if you sell your "Wine Products" as bottled case goods, then the price for which the "Wine Products" could have been sold as bottled case goods at the

- time and place of the covered loss or damage, had no loss or damage occurred; or
- (2) if you sell your "Wine Products" in bulk, then the price for which the "Wine Products" could have been sold for as bulk goods at the time and place of the covered loss or damage, had no loss or damage occurred; or
- (b) the cost to replace the lost or damaged "Wine Products" with "Wine Products" of like varietal and quality, if replaceable.
- **3.** Rare and Vintage "Wine Products" will be valued at the lesser of:
 - (a) the average market value on the date of loss, had no loss or damage occurred, as determined by a professional wine appraiser selected by us or chosen by you and approved by us; or
 - (b) declared value per Rare and Vintage "Wine Products" Collection Schedule Endorsement.
- **4.** "Wine Products" you have sold, but not delivered, will be valued at your selling price.
- 5. "Wine Products" of others will be valued at the amount for which you are legally liable plus the actual cost of labor and material you have expended

on such "Wine Products," not to exceed such "Wine Product's" replacement cost.

Less the following:

- (1) less unincurred costs. For the purposes of this valuation, unincurred costs includes, but is not limited to, bottling, packaging, boxing, storage, labeling, printing, and labor.
- (2) unpaid U.S. Government Internal Revenue taxes for which you are liable; and
- (3) discounts and expense you otherwise would have had.

But values of "Wine Products" do include State, County and Local taxes for which you are liable.

2.m. is added as follows:

2.m. "Wine Products" will be valued as follows:

- 1. "Wine Products in Process" will be valued at the lesser of:
 - (a) the three year average selling price of the wine products; or
 - (b) if the three year average selling price described in paragraph (a) above is not available, the three year average selling price of wineries whose portfolio of wines is similar in price and quality to your "Wine Products"; or
 - (c) the cost to replace the "Wine Products" with "Wine Products" of like varietal, quality and state of fermentation, if replaceable.
- 2. "Wine Products Not in Process" will be valued at the lesser of:
 - (a) (1) if you sell your "Wine Products" as bottled case goods, then the price for which the "Wine Products" could have been sold as bottled case goods at the time and place of the covered loss or damage, had no loss or damage occurred; or

- (2) if you sell your "Wine Products" in bulk, then the price for which the "Wine Products" could have been sold for as bulk goods at the time and place of the covered loss or damage, had no loss or damage occurred; or
- (b) the cost to replace the lost or damaged "Wine Products" with "Wine Products" of like varietal and quality, if replaceable.
- **3.** Rare and Vintage "Wine Products" will be valued at the lesser of:
 - (a) the average market value on the date of loss, had no loss or damage occurred, as determined by a professional wine appraiser selected by us or chosen by you and approved by us; or
 - (b) declared value per Rare and Vintage "Wine Products" Collection Schedule Endorsement.
- **4.** "Wine Products" you have sold, but not delivered, will be valued at your selling price.
- 5. "Wine Products" of others will be valued at the amount for which you are legally liable plus the actual cost of labor and material you have expended on such "Wine Products," not to exceed such "Wine Product's" replacement cost.

Less the following:

- (1) less unincurred costs. For the purposes of this valuation, unincurred costs includes, but is not limited to, bottling, packaging, boxing, storage, labeling, printing, and labor.
- (2) unpaid U.S. Government Internal Revenue taxes for which you are liable; and
- (3) discounts and expense you otherwise would have had.

But values of "Wine Products" products do include State, County and Local taxes for which you are liable.

J. Definitions, **1.** "Stock" is deleted in its entirety and replaced with the following:

1. "Stock" means:

Merchandise held in storage or for sale, raw materials and in process or finished goods, including supplies used in their packing or shipping. "Stock" does not include "Wine Products."

2. "Wine Products" means:

Juice from harvested fruit or wine in tanks, barrels, or bottles. "Wine Products" includes products you make from harvested fruit or products you make from wine.

- 3. "Wine Products in Process" means "Wine Products" not released for sale. If any portion of the varietal and vintage of the "Wine Products" has been released for sale, then all of that varietal and vintage will fall outside of this definition for "Wine Products in Process."
- 4. "Wine Products Not in Process" means "Wine Products" that do not fall under the definition of "Wine Products in Process."

The Select Business Policy Building and Personal Property Coverage Form is amended as follows. All other terms and conditions of this Policy remain unchanged.

Section A. Coverage, 2. Property Not Covered, is amended to add:

r. Underground mines, and caverns whether or not connected to a structure. However, improvements and betterments made to underground mines and caverns is Covered Property.

Section C. Exclusions, paragraph 1., subparagraph h. "Fungus," Wet Rot, Dry Rot and Bacteria is deleted in its entirety and replaced with the following:

h. "Fungus," Wet Rot, Dry Rot, Cellar Funk and Bacteria

Presence, growth, proliferation, spread or any activity of "fungus," wet or dry rot, cellar funk or bacteria. Under this exclusion, cellar funk includes any loss arising out of any microbiological or chemical contamination of "Wine Products." Such contamination includes, but is not limited to, 2-3-4-6 tetrachloroanisoles (commonly referred to as TeCA), pentach-

loroanisoles (commonly referred to as PCA), poltchloroanisoles, 2-4-6 trichloranisol (commonly referred to as TCA), 2-4-6 tribromoanisole (commonly referred to as TBA), any noxious, toxic, or unpleasant chemicals or any other microbiological or chemical compound or reaction resulting in any corky, musty, moldy or other off-flavored "Wine Products" or in any unexpected adverse affect on or of "Wine Products."

But if "fungus," wet or dry rot, cellar funk or bacteria results in a "Specified Cause of Loss," we will pay for the loss or damage caused by that "Specified Cause of Loss."

This exclusion does not apply:

- (1) when "fungus," wet or dry rot, cellar funk or bacteria results from fire or lightning; or
- (2) to the extent that coverage is provided in the Additional Coverage – Limited Coverage for "Fungus," Wet Rot, Dry Rot, Cellar Funk and Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

The following is added to Section C. Exclusions, 3.,d.:

C.3.d. leakage of "Wine Product."

But, if loss or damage from leakage of "Wine Product" results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Section E. Additional Coverages, subparagraph
1. Collapse is amended as follows:

E.1. Collapse

f. The word "building" is replaced by "building or wine tank" wherever it appears in this section E.1. Collapse.

Section E. Additional Coverages, subparagraph 2. Limited Coverage for "Fungus," Wet Rot, Dry Rot and Bacteria is deleted in its entierty and replaced by the following:

E.2. Limited Coverage for "Fungus," Wet Rot, Dry Rot, Cellar Funk and Bacteria

- a. The Coverage described in 2.b. only applies when the "fungus," wet or dry rot, cellar funk or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - (1) a "Specified Cause of Loss" other than fire or lightning; or
 - (2) flood, if Flood Coverage Endorsement applies to the affected premises.

As used in this Limited Coverage, the term cellar funk includes any loss arising out of any microbiological or chemical contamination of "Wine Products." Such contamination includes, but is not limited to 2-3-4-6 tetrachloroanisoles (commonly referred to as TeCA), pentachloroanisoles (commonly referred to as poltchloroanisoles, 2-4-6 loranisole (commonly referred to as TCA), 2-4-6 tribromoanisole (commonly referred to as TBA), any noxious, toxic, or unpleasant chemicals or any other microbiological or chemical compound or reaction resulting in any corky, musty, moldy or other off-flavored "Wine Products" or in any unexpected adverse affect on or of "Wine Products."

- b. We will pay for loss or damage by "fungus," wet or dry rot, cellar funk or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - (1) direct physical loss or damage to Covered Property caused by "fungus," wet or dry rot, cellar funk or bacteria, including the cost of removal of the "fungus," wet or dry rot, cellar funk or bacteria;
 - (2) the cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus," wet or dry rot, cellar funk or bacteria; and
 - (3) the cost of testing performed after removal, repair, replacement or restoration of the damaged property is

completed, provided there is a reason to believe that "fungus," wet or dry rot, cellar funk or bacteria are present.

- c. The coverage described under 2.b. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus," wet or dry rot, cellar funk or bacteria, we will not pay more than a total of \$15,000 even if the "fungus," wet or dry rot, cellar funk or bacteria continues to be present or active, or recurs in a later policy period.
- d. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus," wet or dry rot, cellar funk or bacteria, and other loss or damage, we will not pay more for the total of all loss or damage than the applicable Limit of Insurance on the affected Covered Property. If there is covered loss or damage to Covered Property, not caused by "fungus," wet or dry rot, cellar funk or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus," wet or dry rot, cellar funk or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
- e. The terms of this Limited Coverage do not increase or reduce the coverage provided under paragraph F.6. (Water Damage, Other er Liquids, Powder or Molten Material Damage) of this form or under Additional Coverage – Collapse.

Section E. Additional Coverages, the following subparagraph 9. Damage to "Wine Products in Process" is added as follows:

E.9. Damage to "Wine Products in Process"

- a. We will pay for loss of or damage to your "Wine Products in Process" at the described premises caused by:
 - (1) Complete or partial lack of electric power to processing equipment at the described premises or computer apparatus at the described premises which services or controls such equipment.
 - (2) Mechanical or electrical breakdown of processing equipment at the described premises, or of computer apparatus at the described premises which services or controls such equipment, but only if such mechanical or electrical breakdown is:
 - (a) the actual breaking, parting or separating of any mechanical part(s) of the processing equipment or computer apparatus, or
 - (b) the burning out of motors or electrical equipment or apparatus which is part of or services the processing equipment or computer apparatus.
 - (3) A surge of electrical power or a false electronic signal to the computer apparatus at the described premises which services or controls the processing equipment at the described premises.
- b. We will not pay for loss or damage under this Additional Coverage caused by or resulting from:
 - (1) the manual disconnection of any processing equipment or computer apparatus from the source of electrical power at the described premises;
 - (2) the termination of electrical power caused by the throwing or turning off of any switch or other device at the described premises, which is used for shutting off electrical current or electrical power;
 - (3) the inability of an electric utility company or other source of electric power to provide sufficient power due to

- government order, lack of fuel or insufficiently installed generating capacity to meet demand; or
- (4) programming errors or faulty machine instructions.
- c. We will pay for direct physical loss or damage to "Wine Products in Process," due to a Covered Cause of Loss except for physical loss or damage consisting of, caused by, resulting from, or contributed to, in whole or in part and in any sequence, by any one or more of the following causes of loss:
 - (1) changes in extremes of temperature;
 - (2) dryness or dampness of atmosphere;
 - (3) shrinkage;
 - (4) evaporation or loss of weight;
 - (5) marring or scratching;
 - (6) change in flavor, color, texture, finish, quality, kind, character, odor, or variety;

unless such loss or damage is also caused directly by:

- (a) fire or lightning;
- **(b)** windstorm or hail;
- (c) explosion;
- (d) smoke;
- (e) aircraft or vehicles, including casualties occurring to vehicles transporting the property;
- (f) riot or civil commotion;
- (g) vandalism or malicious mischief;
- (h) falling object;
- (i) weight of snow, ice or sleet;
- (j) leakage from fire extinguishing equipment;
- (k) sinkhole collapse;
- (I) volcanic action:

- (m) water damage;
- (n) theft or attempted theft;
- (o) breakage of glass;
- (p) improper storage or handling of any "Wine Products in Process" while in the custody or control of a company in which no insured has any direct or indirect owner ship interest and over which no insured either has or exercises any direct or indirect management or operational control, which you hire to ship or warehouse the "Wine Products in Process": or
- (q) collapse of a building or tank.
- (2) Losses caused by, contributed to, or resulting, directly or indirectly, whether in whole or in part and in any sequence, from any defective, faulty, negligent or inadequate:
 - (a) product or raw material, including the unfitness of any such property for its intended purpose;
 - **(b)** design, development or testing of a product, including specifications for a product; or
 - (c) manufacturing, mixing, blending, intermingling or processing of "Wine Products in Process."
- (3) Losses caused by, contributed to, or resulting, directly or indirectly, whether in whole or in part and in any sequence, from any mistake, error or omission, by you or your employee, that results in damage to "Wine Products in Process" while being worked upon, altered or repaired if loss or damage results from that work, alteration, or repair.

The most we will pay for loss or damage under this Additional Coverage as a result of any one occurrence is the Limit of Insurance shown in the Declarations for "Wine Products in Process."

All loss, damage and expense arising out of any one occurrence under this Additional Coverage shall be adjusted as one loss, and from the amount of each such adjusted loss shall be deducted the sum of the "Wine Products in Process" deductible as noted on the Declarations Page.

Section F. Coverage Extensions, subparagraph 4. Outdoor Property is deleted in its entirety and replaced with the following:

F.4. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your trees, shrubs and plants (other than "stock" of trees, shrubs or plants), piers, wharves, docks or retaining walls (not attached to buildings), including debris removal expense, caused by or resulting from any of the following causes of loss:

- a. fire;
- **b.** lightning;
- c. explosion;
- d. riot or civil commotion; or
- e. aircraft;

For the purposes of this coverage extension, Outdoor Property does not include Trellises and Vines. Trellises and Vines means growing grapes, grape vines, or grape vine supports owned by you or in which you have an insurable interest. Trellises and Vines does not mean outdoor trees, shrubs, plants or lawns.

The most we will pay for this coverage extension as a result of any one occurrence is the Limit of Insurance shown on the Declarations Page.

The following is added to **Section F. Coverage Extension**:

F.8 Trellises and Vines

You may extend the insurance provided by this Coverage Form to apply to your Trellises or Grape Vines, including debris removal expense, caused by or resulting from any of the following causes of loss:

- a. fire;
- **b.** lightning;
- c. explosion;

- **d.** riot or civil commotion;
- e. aircraft;
- **f.** motor vehicle (not owned or operated by any insured); or
- g. vandalism.

For the purposes of this coverage extension, Trellises and Vines means growing grapes, grapes vines, or grape vine supports owned by you or in which you have an insurable interest. Trellises and Vines does not mean outdoor trees, shrubs, plants or lawns.

This coverage extension does not apply to insurance provided by the Select Business Policy Business Income and/or Extra Expense Coverage Form.

The most we will pay for this coverage extension as a result of any one occurrence is the Limit of Insurance shown on the Declarations Page.

Section J. Definitions is amended as follows:

Definition J.3. "Stock" is replaced as follows:

3. "Stock" means:

Merchandise held in storage or for sale, raw materials and in process or finished goods, including supplies used in their packing or shipping. "Stock" does not include "Wine Products."

- 5. "Wine Products" means juice from harvested fruit or wine in tanks, barrels, or bottles. "Wine Products" includes products you make from harvested fruit or products you make from wine.
- 6. "Wine Products in Process" means "Wine Products" not released for sale. If any portion of the varietal and vintage of the "Wine Products" has been released for sale, then all of that varietal and vintage will fall outside of this definition for "Wine Products in Process."
- 7. "Wine Products Not in Process" means "Wine Products" that do not fall under the definition of "Wine Products in Process."

SB 81 19 (Ed. 12 07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELECT BUSINESS POLICY FOR WINERIES RARE AND VINTAGE "WINE PRODUCTS" COLLECTION SCHEDULED ENDORSEMENT

This endorsement modifies insurance provided under the following:

SELECT BUSINESS POLICY CONDITIONS
SELECT BUSINESS POLICY BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The declared value below of each item considered Rare and or Vintage "Wine Product" is the most we will pay in the event of covered loss under this Policy. In the event of total loss we will pay the declared value (less the deductible) for that item.

Schedule of Covered Property:

	Declared Value	Deductible
Description:	\$	\$

If no deductible is listed on this endorsement, the "All Other" deductible shown on the declarations Select Business Policy for Wineries SB 87 11 applies.

The endorsement is subject to all other policy terms and conditions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELECT BUSINESS POLICY FOR WINERIES "WINE PRODUCTS" LEAKAGE ADDITIONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SELECT BUSINESS POLICY BUILDING AND PERSONAL PROPERTY COVERAGE FORM

In consideration of premium charged, coverage under the Policy is extended as described below:

SCHEDULE

Limit of Insurance: \$ per occurrence

Section E. Additional Coverages is amended to add:

- 10. "Wine Products" Leakage
 - a. The term Covered Cause of Loss includes the Additional Coverage "Wine Products" Leakage as described and limited below.
 - 1. Direct physical loss or damage caused by or resulting from "Wine Products" due to leakage from any tanks, vessels, or barrels usual to your business and used to hold "Wine Products," including valves, fittings, hose and piping connected to those tanks, vessels or barrels at the premises described in the Declarations.
 - 2. "Wine Products" Leakage does not cover any shortage, leakage, spillage, evaporation or dissipation that is normal, usually anticipated, or customary in your operation.
 - 3. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is the Limit of Insurance per occurrence shown in the above Schedule.

The endorsement is subject to all other policy terms and conditions.

Policy No.

Valuation

Valuation

Limit \$

SELECT BUSINESS POLICY FOR WINERIES Named Insured: Policy Period: **Total Property Premium:** \$ **Deductible Amounts:** S In transit S \$ "Wine Products in Process" All other Not at a Described Premises: Insurance is provided only for those coverages for which a Limit of Insurance has been inserted: **Newly Acquired** In Transit, in or or Constructed At Any Other on Any One Locations Location Conveyance Unit Building Business Personal **Property** Business Income **Described Premises:** At the locations specified below, insurance is provided for those coverages for which a Limit of Insurance has been inserted: Building: Location: Address: Building: Limit \$ Valuation

Mortgageholder:

Business Personal Property:

Business Income Including Extra Expense:

Limit \$

Supplementary Coverages

A. The coverages below apply per location. If you purchase additional limits for any of these coverages at a specified location, the Limits of Insurance shown at that location will reflect your total limits, including the Limits of Insurance shown below:

\$ Accounts Receivable
\$ Debris Removal
Electronic Data Processing Equipment:
\$ Hardware
\$ Data and Media
\$ Extra Expense
\$ Fine Arts
\$ Fire Department Service Charge
\$ Fire Protection Device Recharge
\$ Increased Cost of Construction
\$ "Wine Products in Process" Coverage
\$ Loss Data Preparation Costs
Mobile Agricultural Equipment
\$ Equipment
\$ Outdoor Property (Other than Trellises and Vines)
\$ Personal Effects
\$ Personal Property of Others
\$ Pollutant Clean Up and Removal
\$ Trellises and Vines
\$ Utility Services - Direct Damage
\$ Valuable Papers

B. The coverages below apply per location. A \$1,000 deductible applies per occurrence to each of these additional coverages. If you purchase additional limits for any of these coverages at a specified location, the Limits of Insurance shown at that location will reflect your total limits, including the Limits of Insurance shown below:

\$ Employee Dishonesty
Money and Securities - on and off premises
\$ on premises
\$ off premises
\$ Depositor Forgery
\$ Money Orders and Counterfeit Money

C. When Business Income Coverage is included in the Declarations, the following Limits of Insurance apply separately at each of your premises:

```
    Dependent Property Business Income
    Unfinished Stock in Transit
```

D. When Business Income Coverage is included in the Declarations, the following coverage is provided up to the Business Income Limit of Insurance. This is a coverage extension and not additional Limits of Insurance:

Business Income Utility Services

FORMS AND ENDORSEMENTS applicable to this Coverage Part and made a part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule, SB 88 01 (11/85).

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.00 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number: SB-AR-0805-WINE

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied

Lines)

Product Name: SB-AR-0805-WINE

Project Name/Number: SB-AR-0805-WINE/SB-AR-0805-WINE

Supporting Document Schedules

Review Status:

Review Status:

Approved

Satisfied -Name: Uniform Transmittal Document- Approved 05/29/2008

Property & Casualty

Comments:

Attachment:

form ar pctd1.pdf

Satisfied -Name: Cover Letter

Comments: Attachment:

form cover letter ar.pdf

Review Status:

Satisfied -Name: Explanatory Memorandum Approved 05/29/2008

Comments: Attachment:

wine - Expl Memo-2008 SBP Filing-Dec Plus Rare Leakage.pdf

Supporting Doc

Review Status:

Comments:

Attachment: AR pcffs1.pdf

Satisfied -Name:

Approved 05/29/2008

05/29/2008

Property & Casualty Transmittal Document

1.	Reserved for Insurance	2. Ins	urance Departn	ient U	se only			
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	Great American Assurance Com		Ohio	263		15-602		
	Great American Alliance Ins Co	<u> </u>	Ohio	268		95-1542		
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PC TD-1 pg 1 of 2

Property & Casualty Transmittal Document---

15.	Reference Filing?	Yes No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	05/19/2008
19.	Status of filing in domicile	☐ Not Filed ☐ Pending ☐ Authorized ☐ Disapproved
20.	This filing transmittal is part of Compan	y Tracking # SB-AR-0805-WINE
20.	This filing transmittal is part of Compan	y Tracking # SD-AK-0005- WIND
21.		lieu of a cover letter or filing memorandum and is free-form text]
21. SB 8		lieu of a cover letter or filing memorandum and is free-form text]

SB 87 20 (Ed. 12/07) Select Business Policy for Wineries Plus - The charge for the use of the SBP Winery Dec Page and Plus Endorsement is a \$1,000 flat charge. This premium is not subject to further modification.

SB 81 19 (Ed. 12/07) Select Business Policy for Wineries Rare and Vintage "Wine Products" Collection Scheduled Endorsement - There is no additional premium charge for the use of this endorsement. The use of the form is to identify the rareness and uniqueness of the wine and to assist in valuation at the time of a loss.

SB 81 20 (Ed. 12/07) Select Business Policy for Wineries "Wine Products" Leakage Additional Coverage Endorsement - The premium charged for this endorsement is determined by review of the unique exposures presented by the particular commercial wine producing facility. The exposure presented is unique to each risk based on types of storage vessels, clasps, positioning in storage building, etc.

22.	Filing [If a st	Fees (Filer must provide check # and fee amount if applicable) ate requires you to show how you calculated your filing fees, place that calculation below]
	heck #: mount:	EFT \$50.00

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

Refer to each state's checklist for additional state specific requirements or instructions on calculating

fees.

Specialty Operations 49 East Fourth Street Dixie Terminal South Building 4h Floor Cincinnati, OH 45202-3803 PO Box 5425 Cincinnati, OH 45201-5425 513.287.8100 ph 513.333.6996 fax



May 19, 2008

Honorable Julie Benafield Bowman Commissioner of Insurance Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

RE:	Great American Insurance Company	084-16691	31-0501234
	Great American Alliance Insurance Company	084-26832	95-1542353
	Great American Assurance Company	084-26344	15-6020948
	Great American Insurance Company of New York	084-22136	13-5539046
	Commercial Property – Select Business Policy		
	Form		
	Company File # <u>SB-AR-0805-WINE</u>		

To Whom It May Concern:

The Great American Insurance Group, consisting of the aforementioned companies, hereby submits for your approval the enclosed form filing to be used with our Select Business Policy. Please see the explanatory memorandum for additional details.

Please find enclosed, for review, the following:

- 1. An Explanatory Memorandum.
- 2. Copies of the Form Pages.
- 3. Any Appropriate State Transmittals.

We propose that this filing be applicable to all policies written on or after July 1, 2008. Please return the duplicate of this letter to acknowledge approval and confirm your action. A self-addressed, stamped envelope is enclosed for your convenience.

Sincerely,

Christie M. Mayes

Christie M. Mayes, AFIS Sr. Product Analyst Phone: (513) 412-3963 Fax: (513) 333-6996 Email: cmayes@gaic.com

EXPLANATORY MEMORANDUM WINERY INSURANCE PROGRAM PROPERTY FORMS

FORM FILING

The purpose of this filing is to introduce the following forms for use under our new Winery Insurance Program.

The purpose of the forms is to recognize unique characteristics and coverage needs inherent to commercial wine producing facilities and operations. The forms will be used in conjunction with our previously filed and approved Select Business Policy Coverage Forms.

SB 8711 (Ed. 12/07) Select Business Policy for Wineries Declarations Page

The declarations page provides numerous supplementary coverages, including:

\$	50,000	Accounts Receivable
\$	100,000	Debris Removal
Ф	50,000	Electronic Data Processing Equipment: Hardware
Φ	25,000	Data and Media
Φ	•	
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	25,000	Extra Expense Fine Arts
Φ	50,000	
Ф	25,000	Fire Department Service Charge
\$	10,000	Fire Protection Device Recharge
\$	50,000	Increased Cost of Construction
\$	100,000	"Wine Products In Process" Coverage
\$	10,000	Loss Data Preparation Costs
•	40.000	Mobile Agricultural Equipment
\$	10,000	Equipment
\$ \$ \$	5,000	Rental Reimbursement
\$	25,000	Outdoor Property (Other than Trellises and
		Vines)
\$	25,000	Personal Effects
\$	50,000	Personal Property of Others
\$	50,000	Pollutant Clean Up and Removal
\$	50,000	Trellises and Vines
\$ \$ \$ \$ \$ \$ \$ \$	100,000	Utility Services - Direct Damage
\$	50,000	Valuable Papers
\$	50,000	Employee Dishonesty
		Money and Securities - on and off premises
\$	25,000	on premises
\$	10,000	off premises
\$	5,000	Depositor Forgery
\$ \$ \$ \$ \$ \$	5,000	Money Orders and Counterfeit Money
\$	250,000	Dependent Property Business Income
\$	50,000	Unfinished Stock in Transit
-	*	

SB 87 20 (Ed. 12/07) Select Business Policy for Wineries Plus

Property coverage enhancement endorsement that specifies how many of the supplementary coverages triggered by the Declarations Page are covered.

SB 81 19 (Ed. 12/07) Select Business Policy for Wineries Rare and Vintage "Wine Products" Collection Scheduled Endorsement

Scheduled property endorsement for rare and or vintage "wine products".

SB 81 20 (Ed. 12/07) Select Business Policy for Wineries "Wine Products" Leakage Additional Coverage Endorsement

Endorsement that provides coverage for direct physical loss or damage cause by or resulting from "wine products" due to leakage from any tanks, vessels, or barrels usual to your business and used to hold "wine product".

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking # SB-AR-0805-WINE					
2.	This filing correspond	ls to rate/rule filing numberate/rule filing, if applicable)	er			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replac Or withdr		If replacement, give form # it replaces	Previous state filing number, if required by state
01	Select Business Policy For Wineries	SB 87 11 (Ed. 12/07)		w placement thdrawn		
02	Select Business Policy For Wineries Plus	SB 87 20 (Ed. 12/07)		w placement thdrawn		
03	Select Business Policy For Wineries Rare and Vintage "Wine Products" Collection Scheduled Endorsement	SB 81 19 (Ed. 12/07)		w placement thdrawn		
04	Select Business Policy For Wineries "Wine Products" Leakage Additional Coverage Endorsement	SB 81 20 (Ed. 12/07)	Wi	placement thdrawn		
05				w placement thdrawn		
06			☐ Wi	placement thdrawn		
07			Wi Wi	placement thdrawn		
08			Wi	placement thdrawn		
09			☐ Wi	placement thdrawn		
10				w placement thdrawn		